

Appendix O

RFP # 901315

REQUEST FOR PROPOSALS

TITLE: Telecommunications Relay Service
USING AGENCY: NC Department of Health and Human Services
ISSUE DATE: May 12, 1999
ISSUING AGENCY: NC Division of Purchase and Contract
116 West Jones Street
Raleigh, NC 27603-8002
Attn: Tim Lassiter, Assistant Purchasing Administrator

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m., June 25, 1999**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to:

Tim Lassiter
Phone # (919) 733-4505
Fax # (919) 733-5037
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NOTE: Questions concerning the specifications in this Request for Proposals will be received until May 28, 1999. A summary of all questions and answers will be provided to all firms sent a copy of this Request for Proposals.

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1.0 BACKGROUND AND GENERAL INFORMATION

1.1

Purpose:

This Request for Proposal (RFP) provides interested offerors with the information necessary to prepare and submit proposals to the Department of Health and Human Services (DHHS or Department) to provide the statewide Telecommunications Relay Services (TRS) in North Carolina beginning March 30, 2000.

1.2

Authority:

This RFP is issued for the Department pursuant to its responsibility under N.C.G.S. 62-157, and other such statutes governing the regulatory authority of the N.C. Utilities Commission, which may affect this service.

The requirements outlined in this RFP are based on the certification requirements of Federal Communications Commission (FCC) under Americans with Disabilities Act (ADA).

1.3

Service Description:

The North Carolina State Legislature established the Dual Party Relay Service (DPRS) in 1989 to provide Deaf, Hard of Hearing, and Speech Impaired individuals with access to the telecommunications network in North Carolina equal to that provided other customers. Relay North Carolina (RNC) was implemented on June 1, 1991. The outgoing call volume for the first month of service was 17,019 and the total session minutes were 79,732. As of December 1998 the total monthly outgoing call volume was 96,981 and the total session minutes were 475,163.

TRS provides telephone-interpreting service between people who can hear and those who are Deaf, Hard of Hearing, Deaf/Blind, or speech impaired. Deaf, Hard of Hearing, or speech impaired caller using a Telecommunication Device for the Deaf (TTY) American Standard Code for Information Interexchange (ASCII) or automated device, and a person not using such equipment, can communicate through the Relay Operator (RO) at TRS.

Additional details of the TRS are provided in Part 4.0, Service Specifications.

1.4

Schedule of Activities:

Release of RFP	May 12, 1999
Due Date to Submit Questions by Offerors	May 28, 1999
Proposals Due 2:00 p.m.	June 25, 1999
Projected Date of Award	September 30, 1999, or as soon as possible
Implementation Date	March 30, 2000

1.5

Oral Presentation:

Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the Evaluation Committee. Oral presentations will be held independently. Such presentations will be at the offerors' expense. Oral presentations will be for the purpose of clarification only and new information or documentation will not be accepted.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1

Sole Point of Contact:

This RFP is issued by the NC Division of Purchase and Contract for the North Carolina Department of Health and Human Services (DHHS) which is responsible for contract administration after award of contract. All of this is subject to the jurisdiction of the Utilities Commission of North Carolina.

2.2

Contract Duration:

The contract duration will be a term of four (4) years beginning March 30, 2000 and ending March 29, 2004.

2.3

Compensation to the Contractor:

The contractor shall be compensated for providing the TRS at the rates, terms, and conditions established in its contract with the Department. Funding for TRS comes from the Dual Party Relay Service (DPRS) Surcharge Fund. Payments under the contract will be made on a monthly basis through DPRS Surcharge Fund after approval by the Department. Payments will be made based on the prices submitted in the proposal, after deducting the revenues received from the caller or the called party making intrastate toll calls. Total payments under this contract will not exceed the total cost quoted in the proposal without a formal amendment to the contract.

Prices for the mandatory part of the service shall be usage sensitive and shall be calculated on a per session minute of use basis rounded to the nearest 1/10 of a minute. Compensation shall be based on relay operator (RO) work time, which shall not include time prior to the moment when the RO answers the incoming call and processes information. RO work time is the time, in minutes and seconds, from the moment when a RO answers the incoming call and processes information until both relay users disconnect. This is the time used for billing the DPRS Surcharge Fund. See Appendix A and B.

2.4 **Disallowance for Non-performance:**

In the event that an offeror submits a proposal in response to this RFP, is awarded the contract, and then is unable to meet the March 30, 2000 implementation deadline, amounts may be disallowed from the eventual reimbursement from the DPRS Surcharge Fund. The amount of such possible disallowance shall be established in the contract by the Department. The contractor will be paid only for services provided.

The contractor shall pay, in liquidated damages, up to \$5,000 per calendar day when the contractor will be late in installation of the service on and after the installation date. The amount per day will be decided at the sole discretion of the Department.

2.5 **Public Relations:**

1. The offeror will be required to implement an outreach program to educate the public about the NC-TRS. Each offeror must state the full description of the components of the outreach program. Each offeror must also describe how deaf and hard of hearing people, senior citizens, businesses, and professionals will be approached.
2. Outreach program must include, but not be limited to brochures, booth displays, videos, media advertisements, handouts explaining how to use relay service or new features, public service announcements, newsletters, wallet cards, community/town hall meetings, etc.
3. The outreach program must have a full time outreach manager with a budget of \$100,000 not including salary with input by the TRS Administrator in spending the funds, at the expense of the contractor, living in North Carolina. The outreach manager's office shall be located in Raleigh, North Carolina.
4. The outreach manager must be hired two months prior to the first day of relay service to promote the take-over of the relay service if a new offeror is awarded a new relay contract.
5. The contractor will be expected to develop a working relationship with the TRS Administrator and the Department to ensure that publicity materials will be effective and appropriate. The contractor will also be expected to do outreach work with the TRS Administrator. All publicity materials shall be reviewed and approved in advance by the TRS Administrator and the Department.
6. All printed materials and all video materials must contain the names, Relay North Carolina and the Division of Services for the Deaf and the Hard of Hearing, and the provisions required by the Department.

2.6 **Participation by Women, Minorities, and Small Business:**

Pursuant to Article 3 and 3C, Chapter 143-48 of the North Carolina General Statutes and Executive Order No. 77, the State invites and encourages participation in this procurement by small business and businesses owned by minorities, women and disabled, including utilization as subcontractors to perform functions under the RFP.

2.7 **Liability:**

Neither the DPRS Surcharge Fund nor the State of North Carolina, nor a state employee thereof shall be responsible for any liability claims against the contractor.

2.8 **Offeror's Management Control of relay center(s):**

If an offeror is owned or controlled by a parent company, the name, office address, and parent company's tax identification number shall be provided in the proposal. If an offeror owns business, the name, office address, and tax identification number of the bidding company shall be provided in the proposal.

The contractor shall be primarily responsible for the relay center(s) day to day operation provided by subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the contractor of the responsibility for competent and timely performance of all duties under the contract.

The contractor and the TRS Administrator shall coordinate and consult on ongoing basis concerning matters but not limited to, operating proficiencies and training, quality of service, and call handling procedures.

- 2.9 **Location of Relay Center(s):**
The offeror must state the location of relay center or centers that will provide service under the contract. For each center to provide service under the contract, the offeror shall be required to list other states served and interstate services provided. The required information shall be provided for each center is as follows:
1. A brief history of the center or centers
 2. An organizational chart showing members and levels of employees including the number of relay operators (RO), employed
 3. Number of calls handled every month by the center or centers
 4. Current capacity utilization
 5. Expansion capability and plans
 6. Performance statistics by month for the past year including the average speed of Answer, blocked calls, 85/10 and abandoned calls

- 2.10 **Logo and Access Numbers:**
Relay North Carolina's logo shall remain the property of the State of North Carolina. All toll free numbers for 1-800-735-2962 (TTY), 1-800-735-8262 (Voice), and 1-800-RNC-ASCII (ASCII) will be the property of the State of North Carolina. The STS and VRI toll free numbers will be the property of the State of North Carolina once they are implemented. The contractor must provide a toll free number for its customer services.

3.0 INFORMATION REQUIRED FROM THE OFFEROR

- 3.1 **Offeror's Qualifications:**
The proposal must contain any documents and other information the offeror deems necessary to fully demonstrate its qualifications and allow the Department to evaluate the offeror's ability to provide the Telecommunications Relay Service (TRS).

- 3.2 **Financial Information:**
The proposal must contain copies of the following documents for the offeror and any parent company:
- a. The most recent audited Annual Report.
 - b. statement of income and related earnings
 - c. cash flow statement
 - d. balance sheet and
 - e. opinion concerning financial statements from a CPA

The information is also required of any subcontractor who is expected to receive ten (10)% or more of the value of the contract.

- 3.3 **Subcontracting:**
In the event the contractor desires to subcontract any part of the contracted services to a vendor after award of the contract, written approval by the Department must be obtained prior to such arrangements. Only the subcontractors specified in the offeror's proposal are to be considered approved upon award of the contract. The contractor will require all subcontractors to comply with all provisions herein. Notwithstanding, the contractor will be held liable for compliance with all duties and functions required by the contract, whether performed by the contractor or a subcontractor.

- 3.4 **Conflict of Interest:**
A contractor shall not enter into any partnership, agreement or contract with any member, individual or organization, DHHS/DSDHH, or any other individual that could be construed a conflict of interest for the provision of any Relay North Carolina service. Any contract for a service described in Chapter 143 of the N.C. Statutes shall be fully disclosed as required herein. If the offeror is selected to provide the TRS, it will inform the Department of any such relationships that develop during the term of the contract.

- 3.5 **References:**
The offeror must provide the names of at least five (5) customer references, each including a specific contact name and phone number.

3.6

Key Personnel and Staff:

The offeror shall include an organizational chart showing levels and numbers of relay service personnel and identifying all relay service management and their responsibilities. The TRS Administrator and the Department must be notified within one business day of any change in TRS management that affects North Carolina.

3.7

Affirmative Action:

The offeror must submit an affirmative action plan. The offeror will be required to comply with the affirmative action plan submitted. The proposal will, at a minimum, describe hiring practices and expected staffing levels for:

- a. individuals with disabilities, including individuals who are Deaf, Hard of Hearing, Deaf/Blind, or speech impaired; and
- b. individuals who are knowledgeable about the special communications needs of persons who are Deaf, Hard of Hearing, Deaf/Blind, and speech impaired, including individuals who have experience with American Sign Language (ASL), with relay service, and working within the Deaf and/or speech impaired.

3.8

Price Information:

Pricing must be firm. No estimates or contingencies are allowed. All prices submitted in response to the RFP must be the offeror's final offer.

The cost proposal must be submitted in the form of Appendix A and Appendix B.

Appendix A prices must include cost per session minute each for in-state center, in-state and out of state centers, and only out of state center.

Appendix B must include price for mandatory services (STS, VRI, and combination of relay, STS, and VRI)

3.9

Compensation for Unbillable and Uncollectible Calls:

The proposal must clearly identify the part of the Appendix A prices that is compensation for unbillable and uncollectible calls and must provide sufficient information to justify that such compensation is reasonable.

3.10

Plan for Service Start-Up:

The proposal must include a detailed plan for implementing the TRS by March 30, 2000. The plan must describe how the transition from the existing TRS contractor to the new contractor will be accomplished. The plan must include procedures and time for adequate advertising necessary to notify and educate relay users about the change and include a timeline that sets dates for major steps in the implementation process from contract award date to start date. The offeror must include start-up costs when calculating the prices submitted in Appendix A. There will be no separate payment to the offeror for costs associated with the start-up phase.

3.11

Y2K Compliance:

The offeror is required to submit a Y2K plan to certify and warrant that all hardware, software, and other information technology used with relay service is Y2K compliant. The software, hardware, and other technology must be capable of processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between 20th and 21st centuries including the years 1999 and 2000 and leap-years calculations, to the extent that the other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. The contractor must provide at no cost to the Department, equipment necessary to make the products compliant with the Y2K requirements. Failure to comply with the Y2K requirements shall hold the contractor accountable and subject to liquidated damages.

3.12

Format of the Proposal:

The proposal must contain all information required by this RFP. Each item of information required by this RFP must be provided in the proposal in the same order as set forth in this RFP and a reference to the appropriate section of the RFP should be included.

3.13

Insurance:

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the coverage and limits as described in Article 16 of the North Carolina General Contract Terms and Conditions (see Page 33).

The contractor must submit a certificate showing that insurance is in effect and that the carrier shall give the contractor and the Department at least ten (10) days written notice of any material change in or cancellation of insurance.

- 3.14 **Performance Bond:**
The Department shall require the contractor to secure a performance bond of three million dollars (\$3,000,000) within 10 days upon the notification of the award; or some other suitable guarantee. The performance bond will continue for the life of the contract at no cost to the State.
- 3.15 **Additional Information and Comments:**
Proposals should include any other information that a contractor believes to be pertinent but that is not specifically requested elsewhere in this RFP.
- 3.16 **Communication Between the Contractor and the Department:**
Communication of all kinds, such as notices, requests, and proposals must be made through the selected contract manager of the relay service, the TRS Administrator, and the Department.

4.0 SERVICE SPECIFICATIONS

- 4.1 **Introduction.**
All service specifications are **mandatory**. The offeror shall provide the required information as indicated herein when submitting its proposal. The successful contractor shall comply with following conditions.
- 4.2 **Scope of Service:**
TRS must be available for all North Carolinans at all times (24 hours a day, 7 days a week, 52 weeks a year). Callers shall be able to place calls through the TRS from their primary location and locations other than their primary location and shall be able to utilize alternative billing arrangements; e.g. charge cards.
- Any numbers used to reach the TRS must be able to access the service from anywhere in the United States. The TRS must be designed to enable persons with a hearing or speech impairment utilizing teletype devices (TTY's) to place and receive telephone calls to and from non-TTY users by using the telephone interpreting assistance of a relay operator (RO).
- The TRS must provide access to the telecommunications network equal to that provided to other users, as required in compliance with this RFP. The TRS must comply with requirements included in state and federal laws, rules, and regulations, the requirements of the Federal Communications Commission (FCC), including the North Carolina Utilities Commission Rule R9-8.
- The services provided and all facilities must meet or exceed all federal and state requirements and the program must be such that certification of the program may be maintained and renewed. The contractor will be responsible for aiding the Department in renewing the FCC certification as required.
- The contractor must furnish all necessary telecommunications equipment and software. The transmission circuits must meet or exceed Federal Communications Commission (FCC) and state regulations.
- 4.3 **Local, Expanded Local, and Intrastate Calls:**
The service must be designed to provide and correctly bill local, expanded local, and intrastate toll calls.
- 4.4 **Interstate Calls:**
The contractor must offer and correctly bill interstate TRS. Funding for interstate service will come from the interstate jurisdiction as mandated by the Federal Communications Commission.
- 4.5 **Carrier of Choice (COC):**
The contractor must allow the relay user to choose his or her preferred interexchange carrier when placing expanded local and long distance calls through the TRS. The RO is not required to verbally offer the option, but must describe the option when asked by a relay user. An explanation of COC must be included in all appropriate relay publications.
- 4.6 **Charges for Flat-Rate Local Calls:**
The calling and called parties must bear no charges for calls originating and terminating within the caller's flat-rate local calling area. With certain expanded local calling plans, a premium service is offered which allows subscribers to call on a flat-rate basis all exchanges in the expanded local calling area. The contractor must enable subscribers to such plans and other similar plans which may be adopted in the future to make calls through the TRS to points within the expanded local area without incurring any charge for the calls.

4.7

Charges for Expanded Local Calls and Intrastate Calls:

The schedule of rates for intrastate long distance and expanded local calls made through the TRS and billed by or on behalf of the TRS must be established by contract between the Department and the contractor. The contractor must comply with the Utilities Commission of North Carolina and filed tariffs. It is anticipated that the basic rates for expanded local and intrastate calls will be at or below the rates which would apply to a subscriber without a hearing impairment for the same type of call, i.e., sent-paid, credit card, etc., which originated and terminated at the same points. The contract will provide that rates which apply to the TRS user will be 50 percent of the rates in the basic schedules. (NCUC decisions provide a 50 percent discount on all intrastate and expanded local calls to or from a caller with a hearing impairment).

The proposal must include a copy of the proposed intrastate, expanded local, and operator service basic rate schedules and the 50 percent discount provision. The rates in the basic schedules should be the full non-discounted rates for the service; the 50% discount to users on intrastate calls through the TRS shall be applied after the total charge for the call has been calculated.

The proposal must also include a comparison of the proposed expanded local rates and the rates which the applicable local exchange company would normally apply for the call, and a comparison of the proposed basic intrastate rates with the current basic rates.

4.8

Charges for Interstate calls:

The rates for interstate services must be established by the national exchange carriers (NEC). The contractor must be capable of charging the relay users for their toll calls to their Carrier of Choice (COC)'s credit calling cards. The contractor will not limit the relay user's choice of carrier to its TRS's COC. The contractor will also allow the state employees to charge their calls to their state credit calling cards. The contractor must allow the interstate calls originating and/or terminating in North Carolina.

4.9

Charges for International calls:

The rates for international calls must include 15% discount for relay users through the TRS. International collect/third party calls must be billed through a long distance carrier automated response system. The caller must be specific when making an international call. The contractor must allow the international calls originating and/or terminating in North Carolina. All international inbound and outbound calls must be allowed to be processed at a relay center(s).

4.10

Billing Requirements:

The contractor must be capable of charging the relay users for sent-paid calls, collect calls, person to person calls, and calls charged to a third party. The contractor must also be capable of billing to any North Carolina local exchange company calling card and to any non-proprietary interexchange company calling card. For long distance and measured local calls, the relay user should be billed for talk time (time in minutes and seconds, from the moment when the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), not the CA work time.

The contractor will be responsible for the billing and collection functions and for payment of all billing and collection charges made by the local exchange companies.

The proposal must include a complete description of how relay users will be billed for all calls. This description will include the procedures for obtaining billing information from the local exchange companies, show whether the billing will be performed in house or contracted, list specific credit cards to which calls can be billed, and include a sample bill format, if available.

The contractor is responsible for coordinating rate changes with the local exchange companies so that the TRS rates are revised coincident with the establishment of extended area service and expanded local calling plans to meet the requirements of 4.6 and 4.7 above.

4.11

Calling Billing Record:

The billing system will be automated to the extent possible. Handwritten documents are not allowed, except for emergency situations. The proposal must describe the system to be used for identifying and recording calls for billing purposes, including how the billing minutes will be calculated. All billing records must be placed at designated center(s).

4.12

Individual Line: Measured Service:

Bills must be according to the customer's custom calling plan or no charges can apply. The offeror must explain in proposal how this will be done.

- 4.13 **Text/Voice Calls:**
The TRS must be capable of receiving and transmitting voice calls and both baudot and American Standard Code for Information Interchange (ASCII) codes. To reduce set-up time, each of these call types (baudot, ASCII, and voice) shall have its own unique 800 number, preferably the same numbers as currently used for Relay North Carolina. The proposal must describe the methodology used to determine the call type, and must state the amount of time necessary to determine the call type.
- 4.14 **Directory Assistance:**
The TRS must provide directory assistance or refer any requests from a TTY caller or a voice caller for directory assistance to the toll-free TTY directory assistance number. The proposal must include the local directory assistance rates to be charged to callers. All callers must have access to Directory Assistance through the offeror's established 800-access number.
- 4.15 **Access to 900 and 800 Pay Per Call:**
This service shall allow access to 800 number services as well as 900 and 976 services that charge for usage. The proposal must describe the procedure that will be used to implement this service, including how calls from a line that has 976/900 blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.
- 4.16 **Access to Local Exchange Company Enhanced Services:**
This service must allow relay users to utilize their local exchange custom calling features (i.e. call waiting) on calls completed through the TRS.
- 4.17 **Caller ID:**
This service must transmit available caller identification information to the called party. The offeror must explain how blocking options that are required by the Utilities Commission will be effected.
- 4.18 **Access to Restricted 800 Numbers:**
This service must allow access to regionally restricted 800 numbers.
- 4.19 **Customer Preference Database:**
The TRS must record technical information (e.g. baudot, ASCII, voice, voice-carryover (VCO) or hearing- carryover (HCO) regarding the most recent call placed by a relay user. The relay user's next call must be automatically set up using the recorded information.
- The database will be transmitted to the Department at the termination of the contract for purposes of transfer to a new TRS contractor.
- 4.20 **Voice and Hearing Carryover:**
The contractor must provide both voice and hearing carryover upon request of the relay user with a minimum amount of time of setup. The TRS shall enable VCO and HCO users to utilize both TTY modes; acoustic mode and direct connect mode. The TRS must allow VCO relay users to set up the call using voice communication without the TTY transmission that is normally required to set up the relay call.
- 4.21 **Hearing to Hearing Relay:**
The contractor must provide HCO capability to allow two speech-impaired individuals to hear the RO read the typed conversation.
- 4.22 **Enhanced Protocol/Turbo Code:**
The contractor must use enhanced protocol/turbo code software in its relay system to help speed up the process of typing and reducing interruptions of conversation.
- 4.23 **Automatic Error Correction:**
The contractor's system must include automatic error correction software to automatically correct the RO's common typographical errors. The proposal must describe an automatic error correction system.
- 4.24 **ASCII:**
The offeror must describe in proposal procedures to set up and handle ASCII to voice calls or the vice versa. The contractor is required to furnish all necessary telecommunications equipment and software to be capable of communicating with ASCII calls. The contractor shall be required to test all TTY software to meet the ASCII and TTY requirements to assure the system be compatible with the software and that garbling at the beginning or in middle of the conversation is avoidable.

- 4.25 **Other Call types:**
The offeror must describe and provide in proposal as follows:
1. VCO to HCO
 2. HCO to TTY
 3. VCO to TTY
 4. 2 line VCO
 5. VCO to VCO
- 4.26 **Bi-Language Services:**
The offeror must provide full relay services to users who use Spanish language, or other language as their primary language, not English or ASL. This includes same language text to speech relay as well as translation from a verbal, non-English language to English text. The proposal must include the plan for providing non-English language relay calls.
- 4.27 **Operator Release of Calls:**
The contractor must allow the RO to release a relay call if a TTY or ASCII user trying to reach a voice user reaches another TTY or ASCII that he/she will accept instead of the voice user originally called.
- The contractor must also require the RO to release the call if a voice user will accept another voice user if the TTY or ASCII is not available.
- The contractor must let the RO release the call if a TTY or ASCII user tries to call another TTY or ASCII user but the switchboard answers it by voice and then transfers TTY or ASCII user to the TTY or ASCII user. In this way, relay users will not have to hang up and re-dial a number to leave a message or continue the call with a called party.
- The propoosal must describe the procedures on how to release the calls.
- 4.28 **Mobile radio and Paging:**
The TRS must be capable of handling through mobile radio and paging services.
- 4.29 **Wireless phone calls:**
The TRS must be capable of handling wireless phone calls.
- 4.30 **Coin Sent-Paid Calls:**
The TRS must be capable of handling coin sent-paid calls according to FCC orders.
- 4.31 **Blockage Rates:**
Not more than one out of one hundred calls must encounter a busy signal when calling the TRS. At a minimum, the blockage rate shall be measured for a 30-minute period during each hour of each day.
- 4.32 **Average of Speed Answer (ASA):**
After reaching the TRS, 90 percent of all calls must be answered by the TRS in 10 seconds from the time an incoming call completes outdialing the relay number during all times of the day and the average answer time shall not exceed 3.3 seconds on hourly basis. The offeror shall not be allowed to round the numbers. The offeror shall measure ASA at a minimum of every 60 minutes.
- No more than thirty (30) seconds shall elapse between the receipt of dialing information and the dialing of the requested number. The information shall be reported monthly to the Department.
- 4.33 **Dynamic Call Routing:**
The contractor must utilize dynamic call routing techniques so each RNC call is routed to the first available RO within the offeror's network. The offeror must describe a plan for routing calls within their network and must at a minimum describe the extent of dynamic call routing that will be used for RNC calls relayed by the offeror.
- 4.34 **Switching System:**
The switching system must ensure that no calls are dropped due to technical failure and must be capable of having preventative maintenance performed while the system is on-line.

4.35 **State of the Art Technology:**
Relay users should benefit from advancing technology. The offeror must describe the plan for upgrading the TRS as new technologies and services become available. The Department and the TRS Administrator will be informed of technological and service advances.

4.36 **Network Configuration:**
The transmission circuits shall meet or exceed industry interexchange performance standards for circuit loss and noise.

The proposal must contain a description of the facilities, telecommunications equipment, and software to be used in providing the TRS. The proposal must include a network design diagram that describes the network configuration to be used in providing the TRS, including the way callers will access the service, and the way the offeror will handle the calls and the quantities and types of inbound and outbound circuits necessary to complete the projected numbers of local and toll calls.

4.37 **Uninterruptible Power System:**
The relay center must have a backup system sufficient to operate at full capacity for a minimum of 12 (twelve) hours after a power failure.

4.38 **Disaster Recovery Plan:**
The contractor must create a complete plan for dealing with all types of natural or man-made problems. The TRS Administrator and the Department must be immediately notified of a disruption in service that lasts more than 30 minutes. In addition, the written plan must explain how and when the problem occurred, what was required to correct it, and the time and date when the TRS resumed full operation. The report must be given to the TRS Administrator and the Department within ten days of resumption of operation.

4.39 **Intercept Messages:**
Appropriate intercept messages shall be provided if a system failure occurs. Intercept messages shall be provided for voice and TTY users. The offeror must describe a plan on how to set up intercept messages. The offeror must consult the TRS Administrator and the Department on the wording of intercept messages.

4.40 **Service Expansion:**
The relay center must be capable of expanding services in response to increasing demand. The proposal must describe how expansion will be accomplished. The description shall include plans for expanding trunking capacity, RO workstations, personnel, and equipment capacities.

4.41 **Other Mandatory Features:**
The Americans with Disabilities Act (ADA) requires full access to telephone system for everyone. Video Relay Service (VRS) and Speech to Speech (STS) are among the features that will fill in the gap to make the system more accessible for deaf and hard of hearing people and speech impaired individuals.

The Department shall have Video Relay Service (VRS) and Speech to Speech (STS) as full and permanent components of relay service. An offeror must submit **separate costs per minute for both features**. The Department shall purchase one, both, or neither of these features. The contractor shall provide basic relay service without VRS, STS, or both and another contractor shall operate VRS, STS, or both without basic relay service.

A. Video Relay Service (VRS) (Separate Proposal)

1. Description

Video Relay Service has become a major communication tool in the Information Superhighway. It is similar to videoconferencing. The American Sign Language (ASL) user will dial the relay or VRS Center and have a certified interpreter appear on the screen. The ASL user will communicate to the interpreter through the video while the interpreter will connect it with a hearing called party. The interpreter will then relay messages in ASL to the ASL user. Deaf and hard of hearing VRS users will be able to communicate with hearing people on other telephone lines using ASL and other communication methods.

2. Standards

An offeror must describe a plan for installing and implementing the video relay service. The plan must include the network setup and the kind of video equipment, such as videoconferencing (VC) unit and cables. The VC unit with a H.320 must be capable to run at least 30 frames per second at the minimum speed of 384 KBPS. H.324 standard is desirable and must be compatible with H. 320.

An offeror must explain the set-ups of ten (10) or more VRS remote sites and the VRS users' locations (homes/offices). An 800 or 888 toll free number must be provided for VRS to allow deaf and hard of hearing individuals to dial out to the VRS center.

VRS must be available during the certain hours of 8:00 am to 8:00 PM, Mondays to Fridays with the minimum of 2 interpreters available at all times.

An offeror must describe an outreach plan to promote VRS to the public.

3. VRS Interpreters Qualifications and Training

VRS interpreters must receive complete training the relay operators take. The VRS interpreters must do according to the RO's standards and procedures explained in Section 5. VRS interpreters must be state certified and/or RID certified and must comply with the Registry of the Interpreters for the Deaf (RID) Code of Ethics. VRS interpreters must take training on North Carolina's customary signs and names/places spelling.

4. Reporting Requirements:

A contractor must provide the VRS data explained in Section 6 for reporting requirements.

B. Speech to Speech Service (STS) (Separate Proposal)

1. Description:

Speech to Speech Service (STS) is a feature, which will allow a person with speech impairment to get assistance in making their speech understandable. Trained ROs will assist the speech-impaired people to repeat their spoken words to a hearing called party and the vice versa. The offeror must provide hearing-carryover (HCO) capability to allow speech impaired individuals to hear the RO's or the hearing called party's conversation. The offeror must also allow the speech-impaired people to call the TTY users through STS.

2. Standards:

- a. An offeror must describe a plan to implement STS.
- b. An offeror must provide a 800 or 888 toll free number for this service.
- c. An offeror must allow the STS users to submit a list of names and telephone numbers of people they call regularly.
- d. STS service must offer access to local and long distance directory assistance.
- e. STS service must comply service requirements in Section 4.
- f. The offeror must describe an outreach plan to promote STS to speech impaired people.

3. Relay Operators Qualifications and Training:

- a. Speech to speech operators are required to meet the RO's minimum standards explained in Section 5.
- b. Training on basic relay standards and procedures must be provided to ROs who will handle STS calls, according to Section 5.
- c. The operations supervisor will remove the RO from performing STS duties when their hearing has become impaired because of cold or other illness or when they lose their patience with STS users' speech.

4. Reporting Requirements:

A contractor must provide data on STS according to Reporting Requirements in Section 6.

5.0 RELAY OPERATIONS STANDARDS

5.1

Introduction.

Each standard is **mandatory**. The contractor shall comply with the following standards:

5.2

Relay Operators' Proficiency Requirements.

The relay operators (RO) must meet all necessary proficiency requirements

Requirements include:

- a. Sufficient training to relay the contents of the call as accurately as possible but without intervening in the communication process;
- b. Ability to understand the structure and syntax of American Sign Language (ASL) and the special communication needs of persons who are hearing or speech impaired to the extent that the level of training is satisfactory to customers;
- c. Possession of 12th grade level spelling skills;
- d. Minimum typing speed of 50 words per minute (WPM) by auditory typing testing with 90% accuracy;
- e. Ability to understand people using limited English and to translate limited written English to correct written English;
- g. Basic skills in English grammar at a minimum of a 12th grade level;
- h. Ability to use voice inflection in accordance with TTY typed messages (i.e. anger);
- i. Basic etiquette skills;
- j. Successful completion of performance-based relay RO's Proficiency Examination. The examination shall include spelling, typing, dictation, procedures, ASL, Deaf Culture, ethics, confidentiality, and professional judgement.

The proposal shall describe the offeror's hiring and testing procedures. The contractor shall work with the Department and the TRS Administrator to develop pre-employment aptitude tests and ongoing testing to be used subsequent to employment.

Any RO who cannot pass this exam within a three (3) month training period shall be removed from the contract.

5.3

RO Training:

The relay operator (RO) training must include instruction on proper translation of written/taped ASL, information about Deaf Culture, and information about the needs of Deaf, Hard of Hearing, and speech impaired relay users. Training must involve simulated call handling. Appropriate parts of RO training must be provided by persons from the Deaf, Hard of Hearing, and speech impaired communities with expertise in the field of language interpreting, Hard of Hearing issues, ASL, and Deaf Culture. Alternatively, the offeror must demonstrate that expertise exists on staff.

RO training in the form of seminars or briefing sessions to inform and update RO on issues and topics pertinent to the Deaf, Hard of Hearing, Deaf/Blind, and disabled communities, including state and national legislation and policy issues shall be included.

The complete training manual must be submitted along with the response to RFP. No training outlines shall be acceptable.

Training provided to RO shall also be available to the TRS Administrator and the Department. The travel to training site, meals, and lodging shall be paid by the selected offeror.

5.4

Procedures for Relaying Communication:

The RO must convey the full content, context, and intent of the relay communication they translate.

The RO will relay all calls according to the following procedures:

a. Full Control of the Relay Call remains with the Relay User

Generally, the caller shall have the chance to tell the RO what aspects of the call she or he will handle. If directed by the caller, the RO will refrain from making an introductory announcement about the TRS;

b. Neutral Position:

The RO must not counsel, advice or interject personal opinions or additional information into the communications they are translating, except to extend a polite and concise response when prompted, such as "Thank you" if a relay user comments on a job well done.

c. Conveyance of Non-TTY Relay User's Tone of Voice:

The RO must be able to convey to the TTY relay user the non-TTY relay user's tone of voice. Descriptive words shall be used to convey the tone (e.g. yelling, crying, or coughing). The vendor shall maintain a list of acceptable words to convey tone of voice and a list of unacceptable words that should be avoided in conveying tone of voice. Training shall include a discussion of such words and instruction on how to interpret the relay user's tone of voice. These lists shall be reviewed with the TRS Administrator.

d. Conveyance of TTY Relay User's Typed Text and Non-TTY User's Expressive Words:

When the RO verbalizes for the TTY relay user, the RO shall adopt a conversational tone of voice appropriate to the type of call being made. If a TTY relay user types "oooooooohhhhhhhh" or similar expression, the RO shall verbalize accordingly. Likewise, a non TTY user's groaning may be relayed as "ooohhh" and an excited yes may be relayed as "yyeeesss".

e. Identification of RO: Gender and ID Number:

The RO must identify themselves by code number and gender when answering the calls.

f. Background Noise Identified:

The RO must identify background noise (e.g. baby crying, music) to TTY relay users.

g. Different Person Identified:

The RO must indicate to the TTY relay user if another person (hearing) comes on the line.

h. No Change of RO:

If the relay user is in the middle of the conversation with a caller, a change of RO is not allowed. The RO must stay in line until both parties have disconnected. In case of emergency, both parties must be notified.

i. Explanation of TRS

The RO must ask the TTY user if he or she wants the RO to explain the TRS to the hearing called party. The Customer Preference Profile must include the choice for explanation of TRS in the list .

When a TTY relay user decides to let the RO explain the TRS to hearing called party, the RO asks the hearing person whether she or he knows about TRS. If such user has used the TRS before, the call will be placed without further delay. If not, the CA will explain how the service operates and will notify the TTY relay user that the TRS is being explained.

The TRS explanation should be consistent, brief and concise. A suggested format is:
"The caller who is either deaf or hard of hearing is typing their conversation which will be read to you. When you hear the words "Go Ahead", please speak directly to the caller. I will type everything that I hear. One moment for the call to begin".

j. Announcement of TRS:

The RO must announce the TRS with names of callers. When a TTY caller gives the RO a name of specific person he/she wishes to speak to , the RO must specify names when announcing the TRS. For example, if a TTY caller types, This is Ann and please call Pam at ### ####, the RO must say "Ann is calling for Pam through Relay North Carolina. I am the operator #5000. Is Pam available?"

k. Third Person Reference:

If either party uses the third person, the RO must relay in the third person. The RO will not intervene and will not ask one party to address the other party directly.

l. Recorded messages:

1. The RO must type everything that is being said on the recording machine (e.g. voice mail, prerecorded messages, other information services);
2. The RO must relay recorded messages from and leave recorded messages on telephone answering machines at the request of the caller.

The proposal shall describe the procedure to be used for handling relay calls that are connected to an answering machine. The offeror's technology must be capable of handling recorded messages without saying "Messages Too Fast".

3. The caller shall be charged for the first and only call regardless of the number of redials.

m. Handling of the Conversation:

The RO must verbalize the TTY message close enough to the timing of the TTY message being typed rather than wait for TTY user to finish typing the message and then verbalize the message to non-TTY user.

n. Answer Message:

All TTY calls will be answered "RNC #### (F/M) GA". All voice calls will be answered "Relay North Carolina #### (F/M) GA".

o. Completed Call Attempts:

The RO shall allow a minimum of ten (10) rings per contact when contacting a TTY or voice number. At the request of the caller, the RO shall allow more time than the minimum to allow the called party to answer.

p. Confidentiality:

Confidentiality regarding existence and content of conversations is required by applicable laws.

q. Emergency Calls:

The RO must be able to handle emergency calls in the shortest possible time. The callers will be encouraged to use 911 emergency number in the event of an emergency.

The offeror must develop a policy of handling and referring emergency calls. The policy must include procedures for referring callers to emergency services and numbers other than 911.

r. Unlimited Numbers of Re-dials:

The RO must permit unlimited re-dials to a busy number.

s. Typing errors:

To correct typing errors, the RO must continue in a forward direction to type XXX (common TTY convention for error) and retyping the word, rather than using the backspacing key.

5.5 Relay Operators' Counseling:

The proposal must outline a counseling and support program that will help the RO deal with the emotional aspects of relaying calls. The counseling support system must follow the confidentiality procedures set up by the contractor.

5.6 Complaint Resolution:

The offeror must establish procedures regarding complaints, inquiries, and comments about TRS and its personnel. All complaints, comments, and/or requests for information shall not be handled by the RO but will be referred to a supervisor or customer service representative. The procedure will be described in appropriate outreach materials.

All complaints received by the RO, supervisors, or customer service representatives in writing by telephone or in person will be documented, including their resolution, kept on file, and reported to TRS Administrator upon request.

Customer Complaint Reports must be included along with the monthly invoice reports.

5.7 **Manual of Standards:**

The offeror must include a manual of RO's standards in the proposal.

5.8 **Policy and Procedures Manual:**

The contractor must provide the RO policy and procedures manual that includes confidentiality, handling of emergency and crisis calls, complaints, consequences of non-compliance with policies, and functions and rules of the relay operator. The manual must be included with the proposal.

6.0 REPORTING REQUIREMENTS

6.1 **Introduction.**

Each reporting requirement is **mandatory**. The contractor shall comply with the following provisions:

6.2 **Records Maintenance:**

- a. The contractor must maintain its records of TRS operations so as to permit review and determination of TRS results. Such records must be made available during normal business hours for inspection by the Department and the TRS Administrator.
- b. The contractor must perform traffic studies and maintain records as directed by the Department.
- c. The contractor must provide to the Department an annual report of operations, traffic patterns, and accounting data about the TRS.
- d. The contractor must submit one monthly invoice for all RNC operated relay centers. Monthly reports will provide a detailed breakdown for each RNC operated relay center that handles RNC calls.
- e. The contractor must work with Department to develop an acceptable format for the invoice.

6.3 **Monthly Reports.**

Separate reports on VRS and/or STS will be required if separate contractors shall provide those services.

In addition to any information that will be required to be reported to the Department, the contractor shall provide to the Department the following written reports on a monthly basis. (More frequent or more detailed reports shall also be available upon request):

A. Invoices:

The invoice must have the following items:

1. Amount due for the mandatory part of the service based on the Appendix A matrix.
2. Amount due for the service (s) in the Appendix B matrix.
3. Minutes of RO session time, where RO session time is the time, in minutes and seconds, from the moment when a RO answers the incoming call and processes information until relay users disconnect. This is the time used for billing the DPRS Surcharge Fund.
4. Amounts of credit for intrastate toll revenues and expanded local revenue billed to relay users will be in the report.
5. Amounts of NECA credits required by the FCC.
6. Amounts due for publicity will be billed to DPRS Surcharge Fund separately. All publicity materials shall be reviewed and approved in advance by the TRS Administrator and the Department.

7. Number of calls handled as follows:

- a. Number of intrastate calls completed, corresponding agent work time, corresponding talk time (the time, in minutes and seconds, from the moment when the RO is connected with the called telephone number and conversation begins until the caller hangs up), and percent of intrastate calls completed to total calls handled.
- b. Number of local calls, completed, corresponding agent work time, corresponding talk time, and percent of local calls completed to total calls handled.
- c. Number of intrastate general assistance calls handled (general assistance calls are calls to the TRS where no out-dial call is placed, usually the relay caller is seeking information about the TRS), corresponding agent work time, and percent of general assistance calls handled to total calls handled.
- d. Number of calls to intrastate 800 numbers completed, corresponding agent work time, corresponding talk time, and percent of 800 number calls completed to total calls handled.
- e. Number of intrastate busy/no answer calls handled, corresponding agent work time, and percent of busy/no answer calls to total calls handled.

8. Number of inbound calls and outbound calls handled and corresponding percent of the total calls handled at each call center where RNC calls are answered categorized as:

- a. ASCII calls
- b. TTY or Baudot calls
- c. Voice calls
- d. VCO calls
- e. HCO calls
- f. Speech to speech
- f. Spanish-speaking ASCII calls
- g. Spanish-speaking baudot calls
- h. Spanish-speaking voice calls
- i. Spanish-speaking VCO calls
- j. Other foreign language speaking if necessary
- k. Video relay

9. Average length of calls handled.

- a. average length of inbound and outbound calls based on session time
- b. average length of inbound and outbound calls based on conversation time
- c. type of calls
 1. TTY
 2. Voice
 3. ASCII
 4. VCO
 5. HCO
 6. Speech to Speech
 7. Video Relay

10. Number of inbound calls for each call center where RNC calls are answered.

- a. number of inbound calls placed in queue.
- b. number of inbound answered in queue.
- c. average daily number of in queue calls waiting to be answered
- d. average daily length of time in queue.
- e. delayed call profile to show how many calls stayed in queue for:
 - 0 - Less than one second
 - 1-5 seconds
 - 5.01 - 10 seconds

10.01 - 15 seconds
15.01 - 20 seconds
20.01 - 25 seconds
25.01 - 30 seconds
30.01 - 40 seconds
40.01 - 50 seconds
50.01 - 60 seconds
60.01 - 90 seconds
90.01 - 120 seconds
120.01 - 180 seconds
180.01 + seconds

- e. breakdown of categories of inbound calls
local calls
intrastate calls
interstate calls
international calls

- f. breakdown of categories of:
tty or baudot
ASCII
VCO
HCO
voice
speech to speech
video relay

11. Information regarding daily calls handled:

- a. number of calls handled for each day of the month
b. average number of weekday calls
c. average number of weekend calls
d. peak day and hours of operation

12. Average speed of answer (ASA) for all calls into a call center or centers reported for each location where North Carolina relay calls are answered.

1. Every 60 minute intervals
2. Daily ASA
3. Daily ASA, reported in six hour periods
4. Monthly ASA
5. Summary sheet, showing total daily and monthly ASA for all call centers

13 12. Breakdown of area codes in North Carolina for all kinds of call types.

14 13. Appropriate call detail reports from the switch should be attached to the invoice to verify the information included in the invoice.

15 14. The contractor must work with the TRS Administrator and the Department to develop an acceptable format for the invoice.

B. Traffic Reports:

Traffic reports would include a Numbering Plan Area (NPA) traffic report and would be filed monthly.

1. Number of subscribers: The number of different telephone numbers from which calls were placed through the TRS. If a household has three different people who use the TRS and they all share one telephone line, only one subscriber will be counted.
2. Number of completed calls: The number of local, intrastate, and intrastate 800 number calls placed for relay users where a connection is made with the called telephone number.
3. Session time: Session time is the time, in minutes and seconds, from the moment when a RO answers the incoming call and processes information until both relay users disconnect.

4. Conversation time: The time, in minutes and seconds, from the moment when the relay caller is connected with the called telephone number and conversation begins until the caller hangs up.
5. Inbound calls: The number of calls placed to the TRS.
6. Number of calls handled: The number of local calls completed, the number of intrastate calls completed, the number of intrastate general assistance calls handled, the number of intrastate 800 number calls completed, plus the number of intrastate busy/no answer calls handled.
7. Average hourly, daily, and monthly blockage rate.
8. Average daily and monthly answer time: range of answer times for the month.
9. Average daily and monthly length of inbound calls (no rounding of numbers) broken down into answering by a RO, call set-up, call duration, and call wrap-up.
10. Total daily and monthly number of completed outbound calls of the following lengths:
 - * 0-5 minutes
 - * 5+ - 10 minutes
 - * 10+ - 15 minutes
 - * 15+ - 20 minutes
 - * 20+ - 30 minutes
 - * 30+ - 40 minutes
 - * 40+ - 50 minutes
 - * 50+ - 60 minutes
 - * 60+ minutes
11. Usage patterns (number of calls and average length of inbound and outbound calls by hour in one hour increments) by hour of day and day of week.
12. Number of interstate calls categorized as:
 - TTY or baudot
 - ASCII
 - VCO
 - HCO
 - voice
 - Speech to Speech
 - Video Relay
13. Information regarding daily calls handled:
 1. number of calls handled for each day of the month
 2. average number of weekday calls
 3. average number of weekend calls
 4. peak day and hours of operation
 5. number of CA on duty by hour of day and day of week

C. Monthly Report Requirements:

1. All of the above must be reported to the Department no later than 21 calendar days after the close of each month.
2. The contractor must submit the reporting format that will be used to provide all of the above information.
3. The contractor must include new information in its system's database or new formats for existing information upon approval from the TRS Administrator and the Department.

D. Other Reporting Requirements

The contractor must provide monthly summary reports to the Department regarding numbers of complaints received and topic areas of the complaints such as the following categories:

- a. Blockage
- b. Slow answer time (at least 10.1 seconds or longer from the incoming caller who completes outdialing the relay number)
- c. CA typing speed
- d. Clarify/understandability of CA
- e. Noise on line
- f. Explanation of how relay works/general information

Annual Report:

The contractor must provide an annual report of operations, traffic patterns, expected trends for future years, and accounting data pertaining to the TRS Administrator no later than February 15 of each year. The report shall also include a summary of relay events, outreach activities (presentations and booths at conventions/workshops), and other developments throughout the previous calendar year.

7.0 PERSONNEL, FACILITIES, AND RECORDS

Personnel and Facilities:

The contractor must furnish all necessary personnel, materials, services, facilities and travel and otherwise perform all activities and actions necessary or incidental to the accomplishment of the tasks specified in the RFP and/or Contract.

Hiring Restraints:

The contractor shall not engage directly or indirectly on an employment or consultant basis, during the effective dates of the contract, any officer or employee, nor any representative of North Carolina, nor otherwise admit such person(s) to any share or part of the funds paid to the offeror or to any benefit, direct or indirect, that may arise therefrom.

Facilities Inspection:

The State of North Carolina, the TRS Administrator or other designated State or Federal agency or its rightfully authorized representative shall at all reasonable times have the right to enter, without notice, into the contractor's premises, or such other places where duties under the contract will be performed, to inspect, monitor, or otherwise evaluate the work being performed. The contractor and subcontractors must give assistance to authorized State and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay or disrupt the contractor's processing of relay calls.

Worker's Compensation:

The contractor must obtain and maintain, during the life of the contract, Worker's Compensation coverage as required by North Carolina law. For more information, refer to Article 16-a of the General Contract Terms and Conditions (see Page 30 of this RFP)

Confidentiality of Data:

When the Department asks that information concerning salaries and personnel records of individuals or groups of individuals be studied, it will require the information to be kept confidential. The contractor shall not disclose such information to any person or entity without first obtaining the written authorization of the Department. Information, data reports, worksheets, and all other documents of any type, as well as statistical or analytical material or reports based on such material produced by the contractor will not be disclosed by the contractor without written approval of the Department.

Right to Data:

As to all data, manuals, or any patentable or copyrightable material developed during the contract, the Department shall have a non-exclusive, royalty free license to reproduce, translate, or otherwise use such material and to authorize other governmental agencies to publish and use such material. The contractor may publish the results of its research provided that it provides a copy of any proposed publication to the Department for its review, comment and written approval for publication sixty (60) days prior to submission for publication.

8.0 EVALUATION CRITERIA

8.1

Selection Process:

The Department will select a contractor to provide the TRS upon prior approval of the Utilities Commission of North Carolina. In awarding the contract for this service, the Department shall make a written award of the contract to the offeror whose proposal is the most advantageous to the state, considering price, the interests of Deaf, Hard of Hearing, and speech impaired people in having access to a high quality and technologically-advanced telecommunications system, and all other factors listed in this RFP.

The Department's evaluation of the proposal shall include:

- The ability and qualifications of the offeror to provide TRS as outlined in this RFP.
- The degree to which the offeror will meet and/or exceed the standards set forth in this RFP.
- The offeror's demonstrated ability to comply with FCC and Department's rules, regulations, and orders governing the provision of TRS.
- Any service or technological enhancements proposed by the offeror to improve TRS in North Carolina.
- The offeror's ability to meet the date for the provision of TRS in North Carolina under this RFP.
- Test calls.
- Reference checks. The offeror shall provide five (5) reference sources current or past of customers receiving services of similar size and scope as outlined in this RFP.
- Price.

The Evaluation Committee may reserve a right to make test calls. They will call the relay centers that are provided by the offerors.

The Evaluation Committee will evaluate each proposal based on the requirements in this RFP. The offeror must acknowledge and agree to perform all RFP requirements and meet all performance standards. The offeror's reference checks will be conducted as a part of the evaluation process. Reference checks will not be limited to specific customer references, but also to other relay and state officials, consumers, and organizations serving people with disabilities.

The Evaluation Committee will recommend evaluation/selection results of the contractor to the Department and it will provide written justification for each recommendation. When the final approval from the State of North Carolina Division of Purchase and Contract and the Utilities Commission of North Carolina is received, the award will be posted on the internet at the following WEB site; www.state.nc.us/pandc/

8.2

Determination of Successful Proposal Based On the Combination of Proposal:

The offeror whose proposal is deemed to be in the best interest of the State will be recommended as the successful contractor. This firm will be recommended by the Evaluation Committee to the NC Division of Purchasing and Contract with documentation to justify the recommendation. The State reserves the unqualified right to reject any or all offers if determined to be in its best interest.

9.0 SPECIAL CONDITIONS AND REQUIREMENTS

9.1 **Proposal Prices:**

Prices included in the proposal must be firm. Any volume discounts must be included when calculating the per minute of use price for the volume requirements in Appendix A.

9.2 **Purchase of Local Exchange Company Services:**

If the contractor is not a local exchange carrier (LEC), and the offeror proposes a TRS that employs tariffed LEC services or facilities, the contractor shall purchase those services or facilities at the appropriate tariffed rates.

9.3 **Binding Contract/Modification or Withdrawal of Proposals:**

A proposal accepted in response to the RFP shall be binding for a period of ninety (90) days from the initial submission of service date.

9.4 **Pre-Contract Costs:**

Neither the Department nor the DPRS Surcharge Fund is liable for any costs or other obligations incurred by offerors prior to issuance of a legally executed contract.

9.5 **Independent Price Determination:**

By submission of a proposal the offeror certifies the following:

- a. Prices in the proposal were developed independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any vendor or with any competitor;
- b. Unless otherwise required by law, prices that were not knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award, directly or indirectly, to any vendor or to any competitor; and
- c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9.6 **Disclaimer:**

All statistical and fiscal information contained in this RFP and its appendices, including amendments and modifications thereto, reflect the best and most accurate information available to the Department at the time of RFP preparation, but are not to be construed as guaranteed of future activities. Descriptions included in Section 4.0 service specifications, are not intended to limit any offeror's offering to specific trade names for services or equipment.

9.7 **Termination:**

The contract shall be subject to termination under any of the following conditions:

- a. For Convenience: The Department or contractor may terminate the contract at any time with a ninety (90) day written notice upon the Department's or the contractor's determination that such action would be in their interest.
- b. By the State for Cause: If the contractor fails to perform its obligation in a timely manner in accordance with the requirements of the contract, the Department shall have the right to terminate the contract within ninety (90) days and cease payment except for services completed. The contractor shall not be relieved of liability to the Department and North Carolina for damages sustained by virtue of any breach of the contract.
- c. Bankruptcy: Upon entering the judgment of bankruptcy or insolvency by or against the contractor the Department may terminate the contract for cause upon written notice to the selected offeror.
- d. Failure of State to Pay: The contract may be terminated by the contractor upon failure of the Department and North Carolina to make timely and appropriate payments for services duly provided and accepted by the Department and State of North Carolina under the terms and conditions shall give written notice to the Department of its failure to pay. If, after ninety (90) days from the date of the notification, the Department and the State of North Carolina does not make payment, the contract may be terminated.

9.8 **Liquidated Damages for a Delay in Installation of TRS:**

The actual damages to the TRS for a delay in installation of service will be difficult or impossible to determine. If the contractor will not be able to complete the installation of the TRS in North Carolina within ninety (90) days after receipt of

notice to proceed or any extension allowed by the Department, the contractor will pay to the Department as actual liquidated damages for each calendar day of the delay. The liquidated damages will be \$5,000 per calendar day on and after the installation day.

Should the contractor be unable to complete the installation at the end of the ninety (90) day period, the Department may treat the contract in default, terminate the contract, and seek such additional relief as provided by law. The contractor will not be charged for liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the selected offeror.

9.9 **Other Liquidated damages for non-compliance of the contract are as follows:**

1. For failure to meet answer time 90/10 and ASA, blockage rate, or transmission level requirement: Up to \$5,000 per day at the sole discretion of the Department
2. For failure to meet complaint resolution requirement ; Up to \$2,500 per complaint at the sole discretion of the Department
3. For failure to provide reports on time: Up to \$500 per day past the deadline until a full and complete report is received in the TRS Administrator's office at the sole discretion of the Department
4. For failure to provide an Uninterruptible Power System as defined in Section 4.36:
\$1,000 per hour with the maximum of 24 hours
5. For failure to comply with Y2K requirements: \$2,500 per day until the Y2K problem is fixed at the sole discretion of Department

The Department shall act in faith to assess the liquidated damages against the contractor within ten (10) days of the non-compliance of the contract. If the contractor does not agree with the fine, it will be allowed to appeal the fine to the Department. The Department will resolve disputes. Liquidated damage payments shall go to the Dual Party Surcharge Fund (DPRS).

9.10 **Fines by Federal Communications Commission:**

In the event Federal Communications Commission (FCC) levies fines for not complying with the FCC rules and regulations, the contractor will be responsible for paying the fines and will hold the State of North Carolina free from this burden.

9.11 **Performance Monitoring:**

Quality of service requirements shall be monitored on a monthly basis. A contractor must hire an independent expert to monitor relay service performance. The monitoring results shall be filed with the Department every month.

The contractor and/or subcontractor (s) must provide access to the TRS Administrator and/or the authorized representatives to conduct unannounced performance monitoring onsite.

The Division and the Department shall reserve a right to audit the contractor's performance of the services subject to contract requirements. The monitoring will consist of evaluation of internal operating and management procedures, examination of program data, special analysis, on-site checking, or any other reasonable procedure.

Liquidated damages for not permitting the Division and the Department to do the monitoring will be up to \$5,000 per day until the day when the Division and the Department will be allowed to do the monitoring at the sole discretion of the Department.

9.12 **Requesting Additional Information:**

The Department reserves the right to request additional data, information, oral discussion, or presentation to support any written proposal or to clarify any aspect of any proposal.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:**
All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **Competitive Offer:**
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
3. **Oral Explanations:**
The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **Reference to Other Data:**
Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **Elaborate Proposals:**
Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. **Cost for Proposal Preparation:**
Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
7. **Time For Acceptance:**
Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
8. **Titles:**
Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **Confidentiality of Proposals:**
In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **Right to Submitted Material:**
All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
11. **Offeror's Representative:**
Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **Subcontracting:**
Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. Proprietary Information:

Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S.132-1.3 if identified as follows: each page shall be identified in bold face at the top and bottom as "CONFIDENTIAL." Any section of the proposal which is to remain confidential shall also be so marked in bold face on the top of the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. Historically Underutilized Businesses:

Pursuant to General Statute 143-48 and Executive Order #77, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. Decline to Offer:

Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.

16. Protest Procedures:

When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000.00, they must submit a written request to the State Purchasing Officer, Division of Purchase and Contract, 116 West Jones Street, P.O. Box 29582, Raleigh, NC 27626-0582. This request must be received by the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are posted on the internet at <http://www.state.nc.us/pandc/>. Offerors may call (*agency's phone number*) to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A deadline for written questions is set. (See page 1 of this RFP for details.)
3. Proposals in one original and ten (10) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm.

Unsigned proposals will not be considered.

4. All proposals must be received by the issuing agency not later than the date and time specified on Page 1 of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost.

NOTE: Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the State.

8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

APPENDIX A

COST PROPOSALS

RNC Call Centers

Relay Services (without VRS and STS)

OPTION 1

RNC In-State Center

Cost per session minute

OPTION 2

RNC Out of State Center

Cost per session minute

OPTION 3

RNC In-State and out of state
call centers (for overflowing calls)

Cost per session minute

Name of Firm (Offeror): _____

APPENDIX B

COST PROPOSALS

FEATURES AND SERVICE

1. Video Relay Service

Cost per Session Minute _____

2. Speech to Speech

Cost per Session Minute _____

3. Combination of Relay, Video Relay Service, and Speech to Speech

RNC In-State Center

Cost per Session Minute _____

RNC Out of State Center

Cost per Session Minute _____

RNC In-State and out of state call centers

Cost per Session Minute _____

Name of Firm (Offeror): _____

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror is aware of prevailing conditions associated with performing these services *(if applicable)*.

The offeror can and will provide the specified performance bond.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **90 days** from the date of the opening, to furnish the subject services for a cost not to exceed prices indicated in proposal response.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____ DATE: _____

(Signature)

(Typed or printed name)

*
ACCEPTANCE OF PROPOSAL

(Using Agency Name)

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
7. **TERMINATION:** The Agency may terminate this agreement at any time by 90 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss or damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation -** The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - Automobile -** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.